

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re No. 13-53846  
CITY OF DETROIT, MICHIGAN, Chapter 9  
Debtor. HON. STEVEN W. RHODES

**EXHIBIT 19 – PART 5**

**APPELLEE STATE OF MICHIGAN'S DESIGNATION OF  
ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL**

In connection with Notice of Appeal filed by Johnathan Brown  
[Dkt. #8469]

Item	Date Filed	Docket Number	Description
19	10/22/2014	8045	Eighth Amended Chapter 9 Plan for the Adjustment of Debts of the City of Detroit Filed by Debtor In Possession City of Detroit, Michigan (Attachments: # 1 Exhibit I.A.9 through I.A.354 # 2 Exhibit I.A.360-Part 1 # 3 Exhibit I.A.360-Part 2 # 4 Exhibit I.A.360-Part 3 # 5 Exhibit I.A.360-Part 4 # 6 Exhibit I.A.360-Part 5 # 7 Exhibit I.A.360-Part 6 # 8 Exhibit I.A.360-Part 7 # 9 Exhibit I.A.360-Part 8 # 10 Exhibit II.B.3.q.ii.A through III.D.2)

Section 702. Opinion and Filing Under Act 34. Before any supplemental order or resolution under this Article shall become effective, a copy thereof shall be filed with the Master Trustee, together with an opinion of Bond Counsel that such supplemental order or resolution is authorized or permitted by this Article; provided that Bond Counsel in rendering any such opinion shall be entitled to rely upon certificates of the Finance Director or other City official, and opinions or reports of consultants, experts and other professionals retained by the City to advise it, with respect to the presence or absence of facts relative to such opinion and the consequences of such facts.

## **ARTICLE VIII**

### **DEFEASANCE**

Section 801. Defeasance. Bonds shall be deemed to be paid in full upon the deposit in trust of cash or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment thereof, will come due at such times and in such amounts, as to be fully sufficient to pay when due, the principal of such Bonds and interest to accrue thereon, as confirmed by a verification report prepared by an independent certified public accountant; provided, that if any of such Bonds are to be called for redemption prior to maturing, irrevocable instructions to call such Bonds for redemption shall be given only with the prior written consent of the MFA and on such terms as may be required by the MFA. Such cash and securities representing such obligations shall be deposited with a bank or trust company and held for the exclusive benefit of the Owners of such Bonds. After such deposit, such Bonds shall no longer be entitled to the benefits of this Order (except for any rights of transfer or exchange of Bonds as therein or herein provided for) and shall be payable solely from the funds deposited for such purpose and investment earnings, if any, thereon, and the lien of this Order for the benefit of such Bonds shall be discharged.

## **ARTICLE IX**

### **OTHER PROVISIONS OF GENERAL APPLICATION**

Section 901. Approval of Other Documents and Actions. The Mayor, the Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents that shall be required, necessary or desirable to implement this Order.

The Finance Director is authorized to file applications with and to pay the related fees, if any, to the Michigan Department of Treasury at his discretion under Act 34 for an Order or Orders of Approval to issue all or a portion of the Bonds, and apply for such waivers or other Treasury approvals as necessary to implement the issuance, delivery and security for the Bonds, and as required by the Michigan Department of Treasury and Act 34. The Finance Director is authorized and directed to apply for ratings on the Bonds, if necessary, and pay any post closing filing fees required by Act 34 to the Michigan Department of Treasury or other specified agency, from legally available funds.

Section 902. Continuing Disclosure Undertaking. The City shall enter into a continuing disclosure undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”) for the benefit of the MFA and the holders and beneficial owners of the MFA Bonds in connection with the delivery of the Bonds as to which the Rule is applicable, as more specifically set forth in Exhibit D hereto (the “Undertaking”); provided, however, that the terms of the Undertaking are subject to completion and modification prior to delivery of the Bonds by the Finance Director to such extent as the Finance Director shall deem necessary to comply with law or market requirements. The Finance Director is authorized to execute and deliver the Undertaking after completion and modification as provided in this Order and the Supplemental Order.

Section 903. Delegation of City to, and Authorization of Actions of the Mayor and the Finance Director. (a) Prior to the delivery date for the Bonds, the Finance Director may cause the preparation and approve the form and distribution of City disclosure, if necessary, for any Preliminary Official Statement or Official Statement of the MFA and offering materials to be used in conjunction with the transfer of the Municipal Obligations to the MFA in form and substance reasonably acceptable to the Bond Insurers, and the issuance of the MFA Bonds, and the Mayor or Finance Director shall deem the City’s disclosure “final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Finance Director is hereby authorized and directed to do and perform any and all acts and things with respect to the Bonds which are necessary and appropriate to carry into effect, consistent with this Order, the authorizations therein and herein contained, including without limitation, the securing of ratings by bond rating agencies, if cost effective, the negotiation for and acquisition of bond insurance and/or other credit enhancement, if any, to further secure the Bonds or any portions thereof, the acquisition of an irrevocable surety bond to fulfill the City’s obligation to fund any reserve account, the printing of the Bonds and the incurring and paying of reasonable fees, costs and expenses incidental to the foregoing and other costs of issuance of the Bonds including, but not limited to fees and expenses of bond counsel, financial advisors, accountants and others, from Bond proceeds or other available funds, for and on behalf of the City.

(c) Except as otherwise provided herein, all determinations and decisions of the Finance Director with respect to the issuance and sale of the Bonds as permitted or required by this Order shall be confirmed by the Authorized Officer in a Supplemental Order or Supplemental Orders, and such confirmations shall constitute determinations that any conditions precedent to such determinations and decisions of the Authorized Officer have been fulfilled.

Section 904. Act 34 Approval of the Bonds. The Bonds shall neither be issued nor delivered unless and only so long as the issuance of the Bonds as provided herein shall have been authorized and approved in accordance with the applicable provisions of Act 34.

Section 905. Approving Legal Opinions with Respect to the Bonds. Transfer of the Bonds to the MFA shall be conditioned upon receiving, at the time of delivery, the approving opinion of Bond Counsel, approving legality of the Bonds and, with respect to Bonds determined by the Finance Director to be issued on a tax-exempt basis, the exclusion from gross income of the interest paid thereon from federal and State income taxation only.

Section 906. Negotiated Transaction. (a) Pursuant to Section 309(1) of Act 34 the Emergency Manager determines to negotiate the delivery of the Bonds to the MFA in consideration for the transfer by the City to the MFA of the Bonds, as provided in the Purchase Contract approved by the Finance Director within the parameters established hereby, and confirmed by the Finance Director in the Supplemental Order. The reason for choosing a negotiated transaction instead of a competitive sale is that the terms of the Plan of Adjustment and the UTGO Settlement Agreement require the City to secure the payment of the Bonds with Distributable Aid under the terms of Act 227 which may only be accomplished by a delivery of the Bonds to the MFA. The negotiated transaction will allow the Municipal Obligations to be transferred to the MFA in consideration for the MFA Bonds to successfully implement a portion of the Plan of Adjustment.

(b) Subject to the foregoing, the Purchase Contract shall be dated the date of delivery of the Bonds. The Finance Director is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City.

Section 907. Delivery of Bonds. Subject to the approval of the Supplemental Order, the Finance Director is hereby authorized to deliver the Municipal Obligations to the MFA upon the issuance and delivery of the MFA Bonds in consideration therefor.

Section 908. Official Statement. The Finance Director is hereby authorized to execute the Official Statement or other offering materials with respect to the Bonds in the form approved by him with such changes as the Finance Director may authorize. Circulation of the Preliminary Official Statement, if any, or other preliminary offering materials is hereby approved.

Section 909. Appointment of Bond Counsel; Engagement of Other Parties. The appointment by the Emergency Manager of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby ratified and confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of other parties and potential parties to the issuance of the Bonds. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from available funds in accordance with the agreement of such firm on file with the Emergency Manager.

Section 910. Parties in Interest. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Master Trustee, the MFA, the holders of the Bonds, the holders of the MFA Bonds, the Bond Insurers, and the Dissenting Bond Insurer any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the City, or the MFA shall be for the sole and exclusive benefit of the City and the MFA.

Section 911. No Recourse Under Order. All covenants, agreements and obligations of the City contained in this Order shall be deemed to be the covenants, agreements and obligations of the City and not of any councilperson, member, officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any councilperson, member,

officer or employee of the City or any person executing the Bonds in his or her official individual capacity.

Section 912. Severability. If any one or more sections, clauses or provisions of this Order shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Section 913. Cover Page, Table of Contents and Article and Section Headings. The cover page, table of contents and Article and Section headings hereof are solely for convenience of reference and do not constitute a part of this Order, and none of them shall affect its meaning, construction or effect.

Section 914. Conflict. All resolutions or parts of resolutions or other proceedings of the City in conflict herewith shall be and the same hereby are repealed insofar as such conflict exists.

Section 915. Governing Law and Jurisdiction. This Order shall be governed by and construed in accordance with the laws of the State.

Section 916. Order and Supplemental Order are a Contract. The provisions of this Order and the Supplemental Order shall constitute a contract among the City, the MFA, the holders of the Bonds and the Bond Insurers.

Section 917. Effective Date. This Order shall take effect immediately upon its adoption by the Council.

Section 918. Notices. All notices and other communications hereunder shall be in writing and given by United States certified or registered mail, expedited courier overnight delivery service or by other means (including facsimile transmission) that provides a written record of such notice and its receipt. Notices hereunder shall be effective when received and shall be addressed to the address set forth below or to such other address as any of the below persons shall specify to the other persons:

If to the City, to:

City of Detroit  
Finance Department  
1200 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Attention: Finance Director

If to the Master Trustee, to:

U.S. Bank National Association  
535 Griswold, Suite 550 Buhl Bldg.  
Detroit, MI 48226  
Attention: Corporate Trust Dept.

If to the MFA, to:

Michigan Finance Authority  
Austin Building, 1st Floor  
430 W. Allegan  
Lansing, MI 48922

If to the Bond Insurers to:

Ambac Assurance Corporation  
One State Street Plaza  
New York, New York 10004  
Attention: Surveillance Department and General  
Counsel's Office

Assured Guaranty Municipal Corp and Assured  
Guaranty Corp.  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Kevin J. Lyons  
Attention: Terence Workman

National Public Finance Guarantee Corporation  
113 King Street  
Armonk, NY 10504  
Attention: Kenneth Epstein and William J. Rizzo

**EXHIBIT A**  
**OUTSTANDING PRIOR UTGO BONDS**

UTGO Series Prior Bonds - Debt Service

#### **✓ Sulfuric Acid Detergent: Redemonstration**

UTGO Series Prior Bonds - Debt Service

Interest											
113	SIP	Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17
113	5338	2004-AB(1)	4/1/15	5.000%	\$8,675,000.00	Ambac	\$216,875.00	\$216,875.00	\$239,006.25	\$6,100.00	\$6,100.00
251	0937ZQ6	4/1/16	5.250%	\$9,105,000.00	Ambac	\$239,006.25	\$239,006.25	\$6,100.00	\$6,100.00	\$6,100.00	-
251	0937ZQ4	4/1/17	4.000%	\$505,000.00	Ambac	\$6,100.00	\$6,100.00	\$243,600.00	\$243,600.00	\$243,600.00	-
251	0937ZS2	4/1/17	5.250%	\$9,280,000.00	Ambac	\$243,600.00	\$243,600.00	\$2,500.00	\$2,500.00	\$2,500.00	\$52,500.00
251	0937ZT0	4/1/18	5.250%	\$2,000,000.00	Ambac	\$2,500.00	\$2,500.00	\$541,206.25	\$302,200.00	\$302,200.00	\$52,500.00
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113	5338	2004-B(2)	4/1/19	5.240%	\$575,000.00	* Ambac	\$15,065.00	\$11,004.00	\$6,681.00	\$2,277.00	\$2,277.00
251	0937ZXT1	4/1/19	5.240%	\$29,365,000.00	* Ambac	\$15,065.00	\$11,004.00	\$6,681.00	\$2,277.00	\$2,277.00	-
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113	5338	2005-B	4/1/15	5.000%	\$2,291,000.00	Assured	\$57,250.00	\$57,250.00	\$60,125.00	\$54,180.00	\$54,180.00
251	0937G55	4/1/16	5.000%	\$2,405,000.00	Assured	\$60,125.00	\$60,125.00	\$54,180.00	\$54,180.00	\$54,180.00	-
251	0937G561	4/1/17	4.300%	\$2,520,000.00	Assured	\$54,180.00	\$54,180.00	\$65,875.00	\$65,875.00	\$65,875.00	-
251	0937G579	4/1/18	4.300%	\$2,635,000.00	Assured	\$65,875.00	\$65,875.00	\$69,125.00	\$69,125.00	\$69,125.00	-
251	0937G587	4/1/19	5.000%	\$2,765,000.00	Assured	\$69,125.00	\$69,125.00	\$69,125.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937G595	4/1/19	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H29	4/1/20	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H30	4/1/21	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H345	4/1/22	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H352	4/1/23	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H360	4/1/24	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
251	0937H378	4/1/25	5.000%	\$5,000,000.00	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
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113	5338	2005-C	4/1/15	5.000%	\$2,305,000.00	Assured	\$57,625.00	\$57,625.00	\$60,625.00	\$60,625.00	\$60,625.00
251	0937I33	4/1/16	5.000%	\$2,545,000.00	Assured	\$60,625.00	\$60,625.00	\$54,717.50	\$54,717.50	\$54,717.50	-
251	0937K34	4/1/18	4.300%	\$2,630,000.00	Assured	\$54,717.50	\$54,717.50	\$65,750.00	\$65,750.00	\$65,750.00	-
251	0937K45	4/1/19	5.250%	\$2,765,000.00	Assured	\$65,750.00	\$65,750.00	\$71,793.75	\$71,793.75	\$71,793.75	-
251	0937K52	4/1/20	5.250%	\$2,885,000.00	Assured	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25
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113	5338	2008-A	4/1/15	5.000%	\$1,056,555.00	\$1,056,555.00	\$999,305.00	\$999,305.00	\$99,180.00	\$885,000.00	\$885,000.00
251	0937K92	4/1/16	5.000%	\$2,615,000.00	\$2,615,000.00	\$1,056,555.00	\$1,056,555.00	\$99,180.00	\$885,000.00	\$885,000.00	\$625,000.00
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113	5338	2008-C	4/1/15	5.000%	\$2,305,000.00	Assured	\$57,625.00	\$57,625.00	\$60,625.00	\$60,625.00	\$60,625.00
251	0937L33	4/1/16	5.000%	\$2,545,000.00	Assured	\$60,625.00	\$60,625.00	\$54,717.50	\$54,717.50	\$54,717.50	-
251	0937L34	4/1/18	4.300%	\$2,630,000.00	Assured	\$54,717.50	\$54,717.50	\$65,750.00	\$65,750.00	\$65,750.00	-
251	0937L45	4/1/19	5.000%	\$2,765,000.00	Assured	\$65,750.00	\$65,750.00	\$71,793.75	\$71,793.75	\$71,793.75	-
251	0937L66	4/1/20	5.000%	\$2,885,000.00	Assured	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25	\$75,731.25
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113	5338	2008-A	4/1/15	5.000%	\$2,875,000.00	Assured	\$71,875.00	\$71,875.00	\$75,375.00	\$75,375.00	\$75,375.00
251	0937M164	4/1/16	5.000%	\$3,015,000.00	Assured	\$75,375.00	\$75,375.00	\$79,250.00	\$79,250.00	\$79,250.00	-
251	0937M170	4/1/17	5.000%	\$3,170,000.00	Assured	\$79,250.00	\$79,250.00	\$66,500.00	\$66,500.00	\$66,500.00	-
251	0937M180	4/1/18	4.000%	\$3,325,000.00	Assured	\$66,500.00	\$66,500.00	\$86,500.00	\$86,500.00	\$86,500.00	-
251	0937M198	4/1/19	5.000%	\$3,460,000.00	Assured	\$86,500.00	\$86,500.00	\$90,750.00	\$90,750.00	\$90,750.00	-
251	0937M224	4/1/21	5.000%	\$3,815,000.00	Assured	\$95,375.00	\$95,375.00	\$95,375.00	\$100,125.00	\$100,125.00	\$100,125.00
251	0937M330	4/1/21	5.000%	\$3,815,000.00	Assured	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00
251	0937N48	4/1/22	5.000%	\$4,005,000.00	Assured	\$101,125.00	\$101,125.00	\$125,500.00	\$125,500.00	\$125,500.00	\$125,500.00
251	0937N53	4/1/24	5.000%	\$19,920,000.00	* Assured	\$125,500.00	\$125,500.00	\$125,500.00	\$125,500.00	\$125,500.00	\$499,500.00
251	0937N63	4/1/28	5.000%	\$19,920,000.00	* Assured	\$125,500.00	\$125,500.00	\$125,500.00	\$125,500.00	\$125,500.00	\$1,001,250.00
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113	5338	2008-A	4/1/15	5.000%	\$1,386,750.00	\$1,386,750.00	\$1,308,875.00	\$1,308,875.00	\$1,233,500.00	\$1,154,250.00	\$1,154,250.00
251	0937N95	4/1/16	5.000%	\$1,386,750.00	\$1,386,750.00	\$1,308,875.00	\$1,308,875.00	\$1,233,500.00	\$1,154,250.00	\$1,154,250.00	\$970,500.00
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113	5338	2012-14	10/1/12	5.000%	\$1,386,750.00	\$1,386,750.00	\$1,308,875.00	\$1,308,875.00	\$1,233,500.00	\$1,154,250.00	\$1,154,250.00
251	0937N95	10/1/13	5.000%	\$1,386,750.00	\$1,386,750.00	\$1,308,875.00	\$1,308,875.00	\$1,233,500.00	\$1,154,250.00	\$1,154,250.00	\$970,500.00
251	0937N96	10/1/14	5.000%	\$1,386,750.00	\$1,386,750.00	\$1,308,875.00	\$1,308,875.00	\$1,233,500.00	\$1,154,250.00	\$1,154,250.00	\$970,500.00

10/10/2008-B(1)  
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## UTGO Series Prior Bonds - Debt Service

Subject to Mandatory Redemption

\* Subject Page 150 of 17

UTIGO Series Prior Bonds - Debt Service

UTGO Series Prior Bonds - Debt Service

Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)

CUSIP		251093XX1		Mandatory Redemption		Mandatory Redemption		Mandatory Redemption	
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year
10/1/14	Ambac	6/30/15	\$75,000.00	\$75,000.00	5.240%	\$15,065.00	10/1/14	Assured	6/30/15
4/1/15	Ambac	6/30/15	\$155,000.00	\$420,000.00	5.240%	\$15,065.00	4/1/15	Assured	6/30/15
10/1/15	Ambac	6/30/16	-	\$420,000.00	5.240%	\$11,004.00	10/1/15	Assured	6/30/16
4/1/16	Ambac	6/30/16	\$165,000.00	\$255,000.00	5.240%	\$11,004.00	4/1/16	Assured	6/30/16
10/1/16	Ambac	6/30/17	-	\$255,000.00	5.240%	\$6,681.00	10/1/16	Assured	6/30/17
4/1/17	Ambac	6/30/17	\$170,000.00	\$85,000.00	5.240%	\$6,681.00	4/1/17	Assured	6/30/17
10/1/17	Ambac	6/30/18	-	\$85,000.00	5.240%	\$2,227.00	10/1/17	Assured	6/30/18
4/1/18	Ambac	6/30/18	\$85,000.00	-	5.240%	\$2,227.00	4/1/18	Assured	6/30/18
Total			<b>\$575,000.00</b>			<b>\$69,544.00</b>	10/1/18	Assured	6/30/19

CUSIP 251093N55						
Issuance: 2008-A						
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest
10/1/14	Assured	6/30/15	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/15	Assured	6/30/15	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/15	Assured	6/30/16	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/16	Assured	6/30/16	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/16	Assured	6/30/17	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/17	Assured	6/30/17	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/17	Assured	6/30/18	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/18	Assured	6/30/18	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/18	Assured	6/30/19	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/19	Assured	6/30/19	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/19	Assured	6/30/20	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/20	Assured	6/30/20	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/20	Assured	6/30/21	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/21	Assured	6/30/21	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/21	Assured	6/30/22	\$8,620,000,000	-	5.000%	\$215,500,000
4/1/22	Assured	6/30/22	\$8,620,000,000	-	5.000%	\$215,500,000
10/1/22	Assured	6/30/23	\$4,205,000,000	\$4,415,000,000	5.000%	\$110,375,000
4/1/23	Assured	6/30/23	\$4,205,000,000	\$4,415,000,000	5.000%	\$110,375,000
10/1/23	Assured	6/30/24	\$4,415,000,000	\$4,415,000,000	5.000%	\$110,375,000
4/1/24	Assured	6/30/24	\$4,415,000,000	\$4,415,000,000	5.000%	\$110,375,000
						\$19,980,000,000
						\$4,099,750,00

**EXHIBIT B**

**RESTRUCTURED UTGO BONDS AND MUNICIPAL OBLIGATIONS**

[including break out of subseries of Municipal Obligations as between BHs and Insurers]

**Reinstated to Holders:** UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

Subject to Mandaroty Redemption

## **Reinstated to Holders: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service**

DO 2008-B(1)  
1093953  
10939361  
10939379  
21093P87

**Reinstated to Holders:** UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

\* Subject to Mandatory Redemption

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## Reinstated to Holders: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

1 CUSIP	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total	Principal & Interest	
<b>10/1/2014</b>																					
103552X1	UTGO2004-B(1)	4/1/15	5.000%	\$7,330,375.00	Ambac															\$366,518.75	\$7,696,893.75
203552ZP8	4/1/16	5.250%	\$7,693,725.00	Ambac																\$807,841.13	\$88,501,366.13
203552ZQ6	4/1/17	4.000%	\$7,825,772.00	Ambac																\$30,927.00	\$288,652.00
203552ZR4	4/1/17	5.250%	\$7,841,600.00	Ambac																\$1,335,052.00	\$9,076,652.00
203552ZS2	4/1/18	5.250%	\$1,690,000.00	Ambac																\$2,044,000.00	\$27,795,238.88
251093ZT0																				\$27,795,238.88	\$27,795,238.88
103552X2	UTGO2004-B(2)	4/1/19	5.340%	\$485,875.00 *	Ambac															\$59,111.13	\$54,986.13
<b>10/1/2015</b>																					
103552X1	UTGO2005-B	4/1/15	5.000%	\$1,915,050.00	Assured															\$96,752.50	\$20,031,802.50
203552G61	4/1/16	5.000%	\$2,032,225.00	Assured																\$203,222.50	\$2,235,441.50
203552G79	4/1/17	4.300%	\$2,129,400.00	Assured																\$74,692.60	\$2,404,092.60
203552G87	4/1/18	5.000%	\$2,226,575.00	Assured																\$445,315.00	\$2,671,890.00
203552G95	4/1/19	5.000%	\$2,336,425.00	Assured																\$584,106.25	\$2,920,531.25
251093ZH29	4/1/20	5.000%	\$4,225,000.00	Assured																\$5,492,500.00	\$5,492,500.00
203552H37	4/1/21	5.000%	\$4,225,000.00	Assured																\$5,703,750.00	\$5,915,000.00
203552H45	4/1/22	5.000%	\$4,225,000.00	Assured																\$1,901,250.00	\$6,126,250.00
203552H52	4/1/23	5.000%	\$4,225,000.00	Assured																\$2,112,500.00	\$6,337,500.00
203552H60	4/1/24	5.000%	\$4,225,000.00	Assured																\$2,231,750.00	\$6,548,750.00
203552H78	4/1/25	5.000%	\$4,225,000.00	Assured																\$1,237,775.88	\$48,387,751.88
103552X3	UTGO2005-C	4/1/15	5.000%	\$1,947,725.00	Assured															\$97,386.25	\$22,045,111.25
203552J392	4/1/16	5.000%	\$2,049,325.00	Assured																\$204,912.50	\$2,254,435.50
203552K25	4/1/17	4.300%	\$2,150,525.00	Assured																\$277,417.73	\$2,479,742.73
203552K33	4/1/18	4.300%	\$2,222,350.00	Assured																\$2,666,220.00	\$2,917,321.19
251093K41	4/1/19	5.250%	\$2,311,075.00	Assured																\$6,061,657.19	\$76,719.14.88
203552K58	4/1/20	5.250%	\$2,417,825.00	Assured																\$2,398,758.54	\$15,517,483.54
103552X4	UTGO2005-D	4/1/15	5.000%	\$1,947,725.00	Assured															\$97,386.25	\$22,045,111.25
203552K62	4/1/16	5.000%	\$2,049,325.00	Assured																\$204,912.50	\$2,254,435.50
203552K70	4/1/17	4.300%	\$2,150,525.00	Assured																\$277,417.73	\$2,479,742.73
203552K78	4/1/18	4.000%	\$2,222,350.00	Assured																\$2,666,220.00	\$2,917,321.19
203552K86	4/1/19	5.250%	\$2,311,075.00	Assured																\$6,061,657.19	\$76,719.14.88
203552K94	4/1/20	5.250%	\$2,417,825.00	Assured																\$2,398,758.54	\$15,517,483.54
103552X5	UTGO2008-A	4/1/15	5.000%	\$2,429,375.00	Assured															\$121,468.75	\$2,550,843.75
203552M56	4/1/16	5.000%	\$2,547,675.00	Assured																\$254,675.00	\$2,802,445.50
203552M64	4/1/17	5.000%	\$2,678,650.00	Assured																\$3,080,447.50	\$3,387,755.00
203552M72	4/1/18	4.000%	\$2,809,625.00	Assured																\$449,540.00	\$3,259,165.00
203552M80	4/1/19	5.000%	\$2,937,700.00	Assured																\$730,925.00	\$3,654,250.00
203552M88	4/1/20	5.000%	\$3,067,350.00	Assured																\$920,205.00	\$3,987,552.00
203552N22	4/1/21	5.000%	\$3,223,675.00	Assured																\$1,126,286.25	\$4,151,961.25
203552N30	4/1/22	5.000%	\$3,384,225.00	Assured																\$1,353,690.00	\$4,737,915.00
203552N38	4/1/23	5.000%	\$7,283,900.00 *	Assured																\$3,461,288.75	\$10,748,388.75
203552N46	4/1/24	5.000%	\$16,883,100.00 *	Assured																\$10,603,271.25	\$27,486,571.25
103552X6	UTGO2008-B(1)	4/1/15	5.000%	\$6,734,650.00	Assured															\$336,732.50	\$7,071,382.50
203552P53	4/1/16	5.000%	\$2,906,800.00	Assured																\$290,680.00	\$33,197,480.00
203552P61	4/1/17	5.000%	\$3,025,100.00	Assured																\$453,765.00	\$33,478,465.00
203552P79	4/1/18	5.000%	\$3,202,550.00	Assured																\$649,510.00	\$37,590,787.50
251093PB7	4/1/18	5.000%	\$15,869,100.00	Assured																\$1,721,687.50	\$17,590,787.50
103552X7	UTGO2008-B(2)	4/1/15	5.000%	\$279,618,950.00																\$1,847,145.18	\$271,284.38
203552ZB9	4/1/16	5.000%	\$1,340,623.13	\$1,340,623.13																\$894,679.66	\$527,702.50
203552ZC7	4/1/17	5.000%	\$1,340,623.13	\$1,340,623.13																\$113,335.63	\$113,335.63
203552ZD5	4/1/18	5.000%	\$1,340,623.13	\$1,340,623.13																\$113,335.63	\$113,335.63
203552ZE3	4/1/19	5.000%	\$1,340,623.13	\$1,340,623.13																\$1,340,623.13	\$1,340,623.13
203552ZF1	4/1/20	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZG9	4/1/21	5.000%	\$1,340,623.13	\$1,340,623.13																\$1,340,623.13	\$1,340,623.13
203552ZH7	4/1/22	5.000%	\$1,340,623.13	\$1,340,623.13																\$321,284.38	\$321,284.38
203552ZI5	4/1/23	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZJ3	4/1/24	5.000%	\$1,340,623.13	\$1,340,623.13																\$321,284.38	\$321,284.38
203552ZK1	4/1/25	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZL9	4/1/26	5.000%	\$1,340,623.13	\$1,340,623.13																\$321,284.38	\$321,284.38
203552ZM7	4/1/27	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZN5	4/1/28	5.000%	\$1,340,623.13	\$1,340,623.13																\$321,284.38	\$321,284.38
203552ZP3	4/1/29	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZQ1	4/1/30	5.000%	\$1,340,623.13	\$1,340,623.13																\$321,284.38	\$321,284.38
203552ZR9	4/1/31	5.000%	\$1,340,623.13	\$1,340,623.13																\$324,463.13	\$324,463.13
203552ZS7	4/1/																				

**Reinstated to Holders:** UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)

13353846574

Doc 89145-34 Filed 11/27/19

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# Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

CUSIP	Maturity Date	Principal	Issuer	Beneficial Holder	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	
Interest																			
333999A	4/1/15	5.250%	\$68,400.00	Assured	Assured	\$1,795.50	\$1,795.50	\$1,797.00	\$1,797.00	\$1,887.00	\$1,887.00	\$1,983.00	\$1,983.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	
333999B	4/1/16	5.000%	\$71,880.00	Assured	Assured	\$1,797.00	\$1,797.00	\$1,887.00	\$1,887.00	\$1,983.00	\$1,983.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	
333999C	4/1/17	5.000%	\$75,480.00	Assured	Assured	\$1,887.00	\$1,887.00	\$1,983.00	\$1,983.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	
333999D	4/1/18	5.000%	\$79,320.00	Assured	Assured	\$1,983.00	\$1,983.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	
333999E	4/1/19	5.000%	\$83,280.00	Assured	Assured	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	
<b>\$378,563.00</b>				<b>\$9,544.50</b>	<b>\$9,544.50</b>	<b>\$7,749.00</b>	<b>\$7,749.00</b>	<b>\$5,952.00</b>	<b>\$5,952.00</b>	<b>\$4,065.00</b>									
UTGO 2004-A(1)																			
2509231X6	4/1/15	5.375%	\$19,851.00	NPFQ	Ambac	\$533.50	\$533.50	\$562.25	\$562.25	\$592.78	\$592.78	\$627.78	\$627.78	\$662.78	\$662.78	\$662.78	\$662.78	\$662.78	
2509231X3	4/1/16	5.375%	\$20,921.00	NPFQ	Ambac	\$562.25	\$562.25	\$592.78	\$592.78	\$612.40	\$612.40	\$642.40	\$642.40	\$672.40	\$672.40	\$672.40	\$672.40	\$672.40	
2509231X4	4/1/17	5.375%	\$22,057.00	NPFQ	Ambac	\$592.78	\$592.78	\$612.40	\$612.40	\$642.40	\$642.40	\$672.40	\$672.40	\$702.40	\$702.40	\$702.40	\$702.40	\$702.40	
2509231M9	4/1/18	5.375%	\$1,257.40	NPFQ	Ambac	\$1,257.40	\$1,257.40	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68		
2509231N7	4/1/19	5.000%	\$46,787.00	NPFQ	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68		
2509231P2	4/1/20	5.000%	\$46,787.00	NPGF	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68		
2509231Q0	4/1/21	5.000%	\$46,787.00	NPFQ	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68		
2509231X6	4/1/15	5.375%	\$22,709.00	NPFQ	Ambac	\$3,297.80	\$3,297.80	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	\$3,475.45	
2509231X3	4/1/16	5.375%	\$29,319.00	NPFQ	Ambac	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22		
2509231M9	4/1/18	5.375%	\$36,343.00	NPFQ	Ambac	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60	\$7,772.60		
2509231V8	4/1/19	5.000%	\$89,213.00	NPFQ	Ambac	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33		
2509231X6	4/1/21	5.000%	\$89,213.00	NPFQ	Ambac	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33		
2509231Q0	4/1/21	5.000%	\$89,213.00	NPFQ	Ambac	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33		
<b>\$175,260.00</b>				<b>\$46,356.00</b>	<b>\$46,356.00</b>	<b>\$42,524.70</b>	<b>\$42,524.70</b>	<b>\$38,487.00</b>	<b>\$38,487.00</b>	<b>\$34,250.00</b>									
UTGO 2005-B(2)																			
2509231W6	4/1/21	5.125%	\$10,828.00	NPFQ	Ambac	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47		
2509231W6	4/1/22	5.125%	\$11,379.00	NPFQ	Ambac	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59		
2509231X4	4/1/21	5.125%	\$66,932.00	NPFQ	Ambac	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13			
2509231V8	4/1/21	5.125%	\$70,341.00	NPFQ	Ambac	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49			
2509231W6	4/1/22	5.125%	\$109,480.00	NPFQ	Ambac	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68	\$4,086.68			
2509231X6	4/1/15	4.000%	\$450.00	Synco	Synco	\$9.00	\$9.00	-	-	-	-	-	-	-	-	-	-	-	
2509231X0	4/1/15	5.250%	\$3,822.00	Synco	Synco	\$100.33	\$100.33	\$117.84	\$117.84	\$123.95	\$123.95	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	
2509231R6	4/1/16	5.250%	\$4,489.00	Synco	Synco	\$117.84	\$117.84	\$130.44	\$130.44	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	
2509231S4	4/1/17	5.250%	\$47,220.00	Synco	Synco	\$123.95	\$123.95	\$130.44	\$130.44	\$137.31	\$137.31	\$146.85	\$146.85	\$168.85	\$168.85	\$168.85	\$168.85	\$168.85	
2509231T2	4/1/18	5.250%	\$49,344.00	Synco	Synco	\$130.44	\$130.44	\$137.31	\$137.31	\$146.85	\$146.85	\$154.92	\$154.92	\$164.92	\$164.92	\$174.92	\$174.92	\$174.92	
2509231U9	4/1/19	5.250%	\$52,350.00	Synco	Synco	\$137.31	\$137.31	\$146.85	\$146.85	\$154.92	\$154.92	\$164.92	\$164.92	\$174.92	\$174.92	\$184.92	\$184.92	\$184.92	
2509231V9	4/1/20	5.000%	\$747.00	Synco	Synco	\$16.85	\$16.85	\$124.92	\$124.92	\$151.88	\$151.88	\$151.88	\$151.88	\$151.88	\$151.88	\$151.88	\$151.88	\$151.88	
2509231W5	4/1/20	5.250%	\$47,786.00	Synco	Synco	\$151.88	\$151.88	\$173.4	\$173.4	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	
2509231X1	4/1/21	5.250%	\$75,000.00	Synco	Synco	\$173.4	\$173.4	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	\$173.47	
2509231X2	4/1/21	5.250%	\$53,344.00	Synco	Synco	\$140.28	\$140.28	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	\$151.99	
2509231X3	4/1/22	5.250%	\$248.00	Synco	Synco	\$31.99	\$31.99	\$249.09	\$249.09	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	\$259.09	
2509231Y0	4/1/23	5.250%	\$140.00	Synco	Synco	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66	\$272.66		
2509231Z0	4/1/23	5.250%	\$160.00	Synco	Synco	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04	\$287.04		
2509231X0	4/1/19	5.250%	\$10,935.00	Synco	Synco	\$35.26	\$35.26	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	
2509231X7	4/1/20	5.000%	\$40,356.00	Synco	Synco	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	\$261.14	
2509231W0	4/1/20	5.250%	\$9,948.00	Synco	Synco	\$121.79	\$121.79	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	\$161.49	
2509231X3	4/1/21	5.250%	\$12,094.00	Synco	Synco	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	\$196.245	
2509231X3	4/1/22	5.250%	\$15,660.00	Synco	Synco	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94	\$223.94		
2509231X8	4/1/22	5.250%	\$11,170.00	Synco	Synco	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69	\$108.69		
2509231X2	4/1/23	6.625%	\$47,000.00	Synco	Synco	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22	\$228.22		
2509231X0	4/1/15	4.000%	\$49,386.00	Synco	Synco	\$1,296.44	\$1,296.44	\$1,522.68	\$1,522.68	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46
2509231X6	4/1/16	5.250%	\$36,007.00	Synco	Synco	\$1,296.44	\$1,296.44	\$1,522.68	\$1,522.68	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46	\$1,601.46
2509231X4	4/1/17	5.250%	\$61,008.00	Synco	Synco														

**Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service**

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Total  
Subject to Mandatory Redemption

## Reinstated to Insurers: UTGCO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

Class/Type	Maturity Date	Rate	Principal	Insurer	Beneficial Holder	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	10/1/28	Total Interest	Principal & Interest
133-3999-A	2019/03/15	4/1/15	5.250%	\$68,400.00	Assured	Assured															\$1,591.00	\$71,991.00
215-3813	2019/03/16	4/1/16	5.000%	\$73,880.00	Assured	Assured															\$1,188.00	\$73,068.00
215-3811	2019/03/16	4/1/16	5.000%	\$73,480.00	Assured	Assured															\$11,322.00	\$86,802.00
215-3816	2019/03/17	4/1/17	5.000%	\$73,320.00	Assured	Assured															\$15,864.00	\$95,184.00
215-3824	2019/03/18	4/1/18	5.000%	\$83,280.00	Assured	Assured															\$20,820.00	\$104,104.00
215-3825	2019/03/19	4/1/19	5.000%	\$73,360.00																	\$38,785.00	\$437,145.00
UTGCO 2001-A(0)	2019/03/16	4/1/15	5.375%	\$19,851.00	NPGC	Ambac															\$1,066.99	\$20,917.99
215-3813	2019/03/16	4/1/16	5.375%	\$20,921.00	NPGC	Ambac														\$2,249.01	\$23,170.01	
215-3811	2019/03/16	4/1/16	5.375%	\$22,057.00	NPGC	Ambac														\$3,556.69	\$25,613.69	
215-3816	2019/03/17	4/1/17	5.375%	\$34,787.00	NPGC	Ambac														\$10,059.21	\$46,845.21	
215-3817	2019/03/17	4/1/17	5.000%	\$46,787.00	NPGC	Ambac														\$14,036.10	\$60,823.10	
215-3818	2019/03/18	4/1/18	5.000%	\$46,787.00	NPGC	Ambac														\$14,375.45	\$63,162.45	
215-3819	2019/03/19	4/1/19	5.000%	\$46,787.00	NPGC	Ambac														\$15,505.61	\$112,930.61	
215-3820	2019/03/20	4/1/20	5.000%	\$122,099.00	NPGC	Assured														\$14,230.79	\$143,301.79	
215-3821	2019/03/21	4/1/21	5.375%	\$122,199.00	NPGC	Assured														\$22,198.31	\$156,528.31	
215-3822	2019/03/22	4/1/22	5.375%	\$122,199.00	NPGC	Assured														\$22,198.80	\$151,393.80	
215-3823	2019/03/23	4/1/23	5.375%	\$122,199.00	NPGC	Assured														\$27,305.25	\$161,516.25	
215-3824	2019/03/24	4/1/24	5.000%	\$122,199.00	NPGC	Assured														\$38,635.00	\$175,976.90	
215-3825	2019/03/25	4/1/25	5.000%	\$122,199.00	NPGC	Assured														\$39,047.55	\$190,224.55	
215-3826	2019/03/26	4/1/26	5.000%	\$122,199.00	NPGC	Assured														\$42,995.40	\$239,195.40	
UTGCO 2002	2019/03/16	4/1/15	5.125%	\$10,826.00	NPGC	Ambac														\$18.00	\$46,844.55	
215-3811	2019/03/16	4/1/16	5.125%	\$11,579.00	NPGC	Ambac														\$16,045.39	\$64,865.39	
215-3818	2019/03/16	4/1/16	5.125%	\$66,932.00	NPGC	Assured														\$24,011.86	\$90,943.86	
215-3819	2019/03/17	4/1/17	5.125%	\$38,213.00	NPGC	Assured														\$24,839.81	\$99,180.81	
215-3820	2019/03/18	4/1/18	5.000%	\$38,213.00	NPGC	Assured														\$61,401.60	\$20,881.60	
215-3821	2019/03/19	4/1/19	5.000%	\$38,213.00	NPGC	Assured														\$12,181.23		
215-3822	2019/03/20	4/1/20	5.000%	\$38,213.00	NPGC	Assured														\$1,499.09		
215-3823	2019/03/21	4/1/21	5.000%	\$38,213.00	NPGC	Assured														\$1,216.36		
215-3824	2019/03/22	4/1/22	5.000%	\$38,213.00	NPGC	Assured														\$1,027.50		
215-3825	2019/03/23	4/1/23	5.000%	\$38,213.00	NPGC	Assured														\$2,244.48		
215-3826	2019/03/24	4/1/24	5.000%	\$38,213.00	NPGC	Assured														\$3,183.73		
215-3827	2019/03/25	4/1/25	5.000%	\$38,213.00	NPGC	Assured														\$3,965.60		
215-3828	2019/03/26	4/1/26	5.000%	\$38,213.00	NPGC	Assured														\$4,844.55		
215-3829	2019/03/27	4/1/27	5.000%	\$38,213.00	NPGC	Assured														\$5,722.87		
215-3830	2019/03/28	4/1/28	5.000%	\$38,213.00	NPGC	Assured														\$6,609.74		
215-3831	2019/03/29	4/1/29	5.000%	\$38,213.00	NPGC	Assured														\$7,497.43		
215-3832	2019/03/30	4/1/30	5.000%	\$38,213.00	NPGC	Assured														\$8,385.44		
215-3833	2019/03/31	4/1/31	5.000%	\$38,213.00	NPGC	Assured														\$9,261.68		
215-3834	2019/04/01	4/1/01	5.000%	\$38,213.00	NPGC	Assured														\$10,107.92		
215-3835	2019/04/02	4/1/02	5.000%	\$38,213.00	NPGC	Assured														\$11,980.09		
215-3836	2019/04/03	4/1/03	5.000%	\$38,213.00	NPGC	Assured														\$13,861.62		
215-3837	2019/04/04	4/1/04	5.000%	\$38,213.00	NPGC	Assured														\$15,743.30		
215-3838	2019/04/05	4/1/05	5.000%	\$38,213.00	NPGC	Assured														\$17,624.98		
215-3839	2019/04/06	4/1/06	5.000%	\$38,213.00	NPGC	Assured														\$19,506.52		
215-3840	2019/04/07	4/1/07	5.000%	\$38,213.00	NPGC	Assured														\$21,388.19		
215-3841	2019/04/08	4/1/08	5.000%	\$38,213.00	NPGC	Assured														\$23,270.30		
215-3842	2019/04/09	4/1/09	5.000%	\$38,213.00	NPGC	Assured														\$25,152.30		
215-3843	2019/04/10	4/1/10	5.000%	\$38,213.00	NPGC	Assured														\$27,034.30		
215-3844	2019/04/11	4/1/11	5.000%	\$38,213.00	NPGC	Assured														\$28,916.30		
215-3845	2019/04/12	4/1/12	5.000%	\$38,213.00	NPGC	Assured														\$30,798.30		
215-3846	2019/04/13	4/1/13	5.000%	\$38,213.00	NPGC	Assured														\$32,680.30		
215-3847	2019/04/14	4/1/14	5.000%	\$38,213.00	NPGC	Assured														\$34,562.30		
215-3848	2019/04/15	4/1/15	5.000%	\$38,213.00	NPGC	Assured														\$36,444.30		
215-3849	2019/04/16	4/1/16	5.000%	\$38,213.00	NPGC	Assured														\$38,326.30		
215-3850	2019/04/17	4/1/17	5.000%	\$38,213.00	NPGC	Assured														\$40,208.30		
215-3851	2019/04/18	4/1/18	5.000%	\$38,213.00	NPGC	Assured														\$42,090.30		
215-3852	2019/04/19	4/1/19	5.000%	\$38,213.00	NPGC	Assured														\$43,972.30		
215-3853	2019/04/20	4/1/20	5.000%	\$38,213.00	NPGC	Assured														\$45,854.30		
215-3854	2019/04/21	4/1/21	5.000%	\$38,213.00	NPGC	Assured														\$47,736.30		
215-3855	2019/04/22	4/1/22	5.000%	\$38,213.00	NPGC	Assured														\$49,618.30		
215-3856	2019/04/23	4/1/23	5.000%	\$38,213.00	NPGC	Assured														\$51,490.30		
215-3857	2019/04/24	4/1/24	5.000%	\$38,213.00	NPGC	Assured														\$53,372.30		
215-3858	2019/04/25	4/1/25	5.000%	\$38,213.00	NPGC	Assured														\$55,254.30		
215-3859	2019/04/26	4/1/26	5.000%	\$38,213.00	NPGC	Assured														\$57,136.30		
215-3860	2019/04/27	4/1/27	5.000%	\$38,213.00	NPGC	Assured														\$59,018.30		
215-3861	2019/04/28	4/1/28	5.000%	\$38,213.00	NPGC	Assured														\$60,890.30		
215-3862	2019/04/29	4/1/29	5.000%	\$38,213.00	NPGC	Assured														\$62,772.30		
215-3863	2019/04/30	4/1/30	5.000%	\$38,213.00	NPGC	Assured														\$64,654.30		
215-3864	2019/04/31	4/1/31	5.000%	\$38,213.00	NPGC	Assured																

**Reinstated to Insurers:** UTGGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

LTSIP	Maturity Date	Rate	Principal	Beneficial Holder		Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Principal & Interest	
				Holder	Insurer																		
<b>Interest</b>																							
135	2004-A(1)	4/1/19	5.250%	\$108,000.00	Ambac	Ambac																\$28,350.00	\$136,350.00
135	2004-A(1)	4/1/20	4.250%	\$4,440.00	Ambac	Ambac																\$1,132.20	\$35,572.20
135	2004-A(1)	4/1/21	5.250%	\$146,040.00	Ambac	Ambac																\$46,007.60	\$192,047.60
135	2004-A(1)	4/1/22	5.000%	\$158,400.00	Ambac	Ambac																\$55,440.00	\$213,540.00
135	2004-A(1)	4/1/23	5.250%	\$166,200.00	Ambac	Ambac																\$23,674.40	\$216,455.00
135	2004-A(1)	4/1/24	4.000%	\$166,080.00	Ambac	Ambac																\$3,645.00	\$212,525.80
135	2004-A(1)	4/1/25	5.250%	\$18,840.00	Ambac	Ambac																\$8,666.40	\$237,566.40
135	2004-A(1)	4/1/26	4.600%	\$105,360.00	Ambac	Ambac																\$36,814.00	\$252,174.00
135	2004-A(1)	4/1/27	5.250%	\$982,480.00	Ambac	Ambac																\$378,377.40	\$1,220,857.40
<b>Interest</b>																							
135	2004-B(1)	4/1/18	5.000%	\$208,200.00	Ambac	Ambac																\$10,410.00	\$218,610.00
135	2004-B(1)	4/1/19	5.250%	\$218,520.00	Ambac	Ambac																\$22,944.00	\$241,464.00
135	2004-B(1)	4/1/20	4.000%	\$7,320.00	Ambac	Ambac																\$7,818.40	\$81,198.40
135	2004-B(1)	4/1/21	5.250%	\$222,720.00	Ambac	Ambac																\$35,078.40	\$257,798.40
135	2004-B(1)	4/1/22	5.250%	\$704,760.00	Ambac	Ambac																\$10,080.00	\$58,080.00
135	2004-B(1)	4/1/23	5.250%	\$704,760.00	Ambac	Ambac																\$79,391.40	\$784,151.40
135	2004-B(1)	4/1/24	5.240%	\$13,800.00 *	Ambac	Ambac																\$1,678.90	\$15,478.90
<b>Interest</b>																							
135	2005-B	4/1/15	5.000%	\$54,960.00	Assured	Assured																\$2,748.00	\$57,708.00
135	2005-B	4/1/16	5.000%	\$57,720.00	Assured	Assured																\$5,772.00	\$63,492.00
135	2005-B	4/1/17	4.300%	\$60,480.00	Assured	Assured																\$12,648.00	\$75,888.00
135	2005-B	4/1/18	5.000%	\$63,240.00	Assured	Assured																\$16,590.00	\$82,850.00
135	2005-B	4/1/19	5.000%	\$66,360.00	Assured	Assured																\$36,000.00	\$158,360.00
135	2005-B	4/1/20	5.000%	\$120,000.00	Assured	Assured																\$16,200.00	\$142,000.00
135	2005-B	4/1/21	5.000%	\$120,000.00	Assured	Assured																\$18,000.00	\$168,000.00
135	2005-B	4/1/22	5.000%	\$120,000.00	Assured	Assured																\$54,000.00	\$174,000.00
135	2005-B	4/1/23	5.000%	\$120,000.00	Assured	Assured																\$60,000.00	\$186,000.00
135	2005-B	4/1/24	5.000%	\$120,000.00	Assured	Assured																\$66,000.00	\$186,600.00
135	2005-B	4/1/25	5.000%	\$120,000.00	Assured	Assured																\$31,159.92	\$1374,319.92
<b>Interest</b>																							
135	2005-C	4/1/15	5.000%	\$55,320.00	Assured	Assured																\$2,766.00	\$58,086.00
135	2005-C	4/1/16	5.000%	\$58,200.00	Assured	Assured																\$5,820.00	\$64,020.00
135	2005-C	4/1/17	4.300%	\$61,080.00	Assured	Assured																\$7,879.32	\$68,059.32
135	2005-C	4/1/18	5.000%	\$63,120.00	Assured	Assured																\$12,624.00	\$75,144.00
135	2005-C	4/1/19	5.000%	\$65,640.00	Assured	Assured																\$17,230.50	\$82,870.50
135	2005-C	4/1/20	5.000%	\$69,240.00	Assured	Assured																\$21,810.60	\$91,050.60
135	2005-C	4/1/21	5.000%	\$122,760.00																		\$68,130.42	\$440,130.42
<b>Interest</b>																							
135	2006-A	4/1/15	5.000%	\$69,000.00	Assured	Assured																\$3,450.00	\$72,450.00
135	2006-A	4/1/16	5.000%	\$72,360.00	Assured	Assured																\$7,236.00	\$79,596.00
135	2006-A	4/1/17	4.000%	\$76,080.00	Assured	Assured																\$11,412.00	\$88,492.00
135	2006-A	4/1/18	5.000%	\$79,800.00	Assured	Assured																\$12,768.00	\$90,568.00
135	2006-A	4/1/19	5.000%	\$83,040.00	Assured	Assured																\$20,760.00	\$103,800.00
135	2006-A	4/1/20	5.000%	\$87,120.00	Assured	Assured																\$26,136.00	\$113,256.00
135	2006-A	4/1/21	5.000%	\$91,560.00	Assured	Assured																\$32,046.00	\$114,566.00
135	2006-A	4/1/22	5.000%	\$96,120.00	Assured	Assured																\$38,448.00	\$134,568.00
135	2006-A	4/1/23	5.000%	\$106,880.00 *	Assured	Assured																\$44,330.00	\$151,218.00
135	2006-A	4/1/24	5.000%	\$206,880.00 *	Assured	Assured																\$51,320.00	\$258,200.00
135	2006-A	4/1/25	5.000%	\$207,520.00	Assured	Assured																\$19,563.00	\$414,480.00
<b>Interest</b>																							
135	2006-B	4/1/15	5.000%	\$191,280.00	Assured	Assured																\$5,564.00	\$200,844.00
135	2006-B	4/1/16	5.000%	\$192,560.00	Assured	Assured																\$8,256.00	\$201,816.00
135	2006-B	4/1/17	4.300%	\$193,940.00	Assured	Assured																\$12,888.00	\$201,808.00
135	2006-B	4/1/18	5.000%	\$194,920.00	Assured	Assured																\$10,192.00	\$201,152.00
135	2006-B	4/1/19	5.000%	\$196,960.00	Assured	Assured																\$48,900.00	\$499,220.00
<b>Interest</b>																							
135	2006-C	4/1/15	5.000%	\$2,445,30																		\$33,076,87	\$32,411,02
135	2006-C	4/1/16	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/17	4.300%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/18	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/19	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/20	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/21	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/22	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/23	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/24	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/25	5.000%	\$2,445,30																		\$2,445,30	\$32,411,02
135	2006-C	4/1/26	5.000%	\$2,445,30				</															

Total

# Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

13-53821-54144 D06 09145-84 Filed 10/22/14 Entered 10/22/14 41 Assured

Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A																					
CUSIP 25093N2X1		CUSIP 25093Ng3		Mandatory Redemption Amounts					Mandatory Redemption Amounts					Mandatory Redemption Amounts					Mandatory Redemption Amounts												
Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest								
10/1/14	Ambac	6/30/15	\$13,800,000	5.240%	\$361,56	10/1/14	Affirmed	6/30/15	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/15	Ambac	6/30/15	\$10,080,000	5.240%	\$361,56	4/1/15	Affirmed	6/30/15	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
10/1/15	Ambac	6/30/16	-	\$10,080,000	5.240%	\$264,10	4/1/16	Affirmed	6/30/16	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/16	Ambac	6/30/16	\$3,960,000	5.240%	\$164,10	10/1/16	Affirmed	6/30/17	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00									
10/1/16	Ambac	6/30/17	-	\$6,120,000	5.240%	\$160,34	4/1/17	Affirmed	6/30/17	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/17	Ambac	6/30/17	\$4,080,000	5.240%	\$160,34	10/1/17	Affirmed	6/30/18	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00									
10/1/17	Ambac	6/30/18	-	\$2,040,000	5.240%	\$53,45	10/1/17	Affirmed	6/30/18	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/18	Ambac	6/30/18	\$2,040,000	5.240%	\$53,45	4/1/18	Affirmed	6/30/18	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00									
Total			\$13,800,000		\$1,678,90	10/1/18	Affirmed	6/30/19	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00									
Issuance: 2008-A										Issuance: 2008-A										Issuance: 2008-A											
CUSIP 25093N55		CUSIP 25093Ng3		Mandatory Redemption Amounts					Mandatory Redemption Amounts					Mandatory Redemption Amounts					Mandatory Redemption Amounts												
Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest								
10/1/14	Assured	6/30/15	-	\$206,880,000	5.000%	\$5,172,00	4/1/21	Assured	6/30/21	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/15	Assured	6/30/15	-	\$206,880,000	5.000%	\$5,172,00	10/1/2023	Assured	6/30/24	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
10/1/15	Assured	6/30/16	-	\$206,880,000	5.000%	\$5,172,00	4/1/2024	Assured	6/30/24	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/16	Assured	6/30/16	-	\$206,880,000	5.000%	\$5,172,00	10/1/2024	Assured	6/30/25	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
10/1/16	Assured	6/30/17	-	\$206,880,000	5.000%	\$5,172,00	4/1/2025	Assured	6/30/25	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/17	Assured	6/30/17	-	\$206,880,000	5.000%	\$5,172,00	10/1/2025	Assured	6/30/26	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
10/1/17	Assured	6/30/18	-	\$206,880,000	5.000%	\$5,172,00	4/1/2026	Assured	6/30/26	-	-	-	-	-	\$251,400,00	5.000%	\$6,285,00	-	-	-	\$251,400,00	5.000%	\$6,285,00								
4/1/18	Assured	6/30/18	-	\$206,880,000	5.000%	\$5,172,00	10/1/2026	Assured	6/30/27	-	-	-	-	-	\$122,640,00	5.000%	\$3,628,00	-	-	-	\$122,640,00	5.000%	\$3,628,00								
10/1/18	Assured	6/30/19	-	\$206,880,000	5.000%	\$5,172,00	4/1/2027	Assured	6/30/28	-	-	-	-	-	\$128,760,00	5.000%	\$3,219,00	-	-	-	\$128,760,00	5.000%	\$3,219,00								
4/1/19	Assured	6/30/19	-	\$206,880,000	5.000%	\$5,172,00	10/1/2027	Assured	6/30/28	-	-	-	-	-	\$128,760,00	5.000%	\$3,219,00	-	-	-	\$128,760,00	5.000%	\$3,219,00								
10/1/19	Assured	6/30/20	-	\$206,880,000	5.000%	\$5,172,00	4/1/2028	Assured	6/30/28	-	-	-	-	-	\$479,520,00	5.000%	\$11,988,00	-	-	-	\$479,520,00	5.000%	\$11,988,00								
4/1/20	Assured	6/30/20	-	\$206,880,000	5.000%	\$5,172,00	Total																								
10/1/20	Assured	6/30/21	-	\$206,880,000	5.000%	\$5,172,00																									
4/1/21	Assured	6/30/21	-	\$206,880,000	5.000%	\$5,172,00																									
10/1/21	Assured	6/30/22	-	\$206,880,000	5.000%	\$5,172,00																									
4/1/22	Assured	6/30/22	-	\$206,880,000	5.000%	\$5,172,00																									
10/1/22	Assured	6/30/23	-	\$206,880,000	5.000%	\$5,172,00																									
4/1/23	Assured	6/30/23	\$100,920,000	5.000%	\$105,960,00																										
10/1/23	Assured	6/30/24	\$105,960,000	5.000%	\$2,649,00																										
4/1/24	Assured	6/30/24	\$105,960,000	5.000%	\$2,649,00																										
Total			\$206,880,000		\$98,394,00																										

**EXHIBIT C**

**STUB UTGO BONDS**

# UTGO Series STUB Bonds - Debt Service

Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	Interest	
13-Nov-1999-A 251093SN3 4/1/16	5.250%	\$373,350.00	Assured	\$9,800.44	\$9,808.63	\$9,808.63	\$9,808.63	\$9,808.63	\$10,299.88	\$10,299.88	\$10,823.88	\$10,823.88	\$10,823.88	\$11,364.25	\$11,364.25	\$11,364.25	-		
13-Nov-1999-B 251093SP6 4/1/17	5.000%	\$41,995.00	Assured	\$10,299.88	\$10,299.88	\$10,299.88	\$10,299.88	\$10,299.88	\$10,823.88	\$10,823.88	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	-	
13-Nov-1999-C 251093SQ4 4/1/18	5.000%	\$454,270.00	Assured	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	\$11,364.25	-	
13-Nov-1999-D 251093SR2 4/1/19	5.000%	\$2,065,215.00	Assured	\$52,097.06	\$42,296.63	\$42,296.63	\$42,296.63	\$42,296.63	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	\$32,488.00	-	
13-Nov-2000-A(1) 251093UX6 4/1/15	5.375%	\$778,140.00	NPFG	\$20,912.51	\$22,039.11	\$22,039.11	\$22,039.11	\$22,039.11	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	-	
13-Nov-2000-B 251093VX3 4/1/16	5.375%	\$820,060.00	NPFG	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$23,236.13	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	-	
13-Nov-2000-C 251093VM9 4/1/17	5.375%	\$864,600.00	NPFG	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$49,288.75	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	-	
13-Nov-2000-D 251093VN7 4/1/18	5.375%	\$1,634,000.00	NPFG	\$55,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	-	
13-Nov-2000-E 251093VP2 4/1/19	5.000%	\$1,834,000.00	NPFG	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	-	
13-Nov-2000-F 251093VQ0 4/1/21	5.000%	\$1,834,000.00	NPFG	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	\$45,850.00	-	
13-Nov-2002-G 251093WV8 4/1/21	5.125%	\$424,440.00	NPFG	\$10,876.28	\$10,876.28	\$10,876.28	\$10,876.28	\$10,876.28	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$10,876.28	
13-Nov-2002-H 251093WW6 4/1/22	5.125%	\$446,055.00	NPHG	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$11,430.16	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$22,306.43	\$11,430.16	
13-Nov-2002-I 251093XP0 4/1/15	4.000%	\$29,300.00	SynCorp	\$786.00	\$786.00	\$786.00	\$786.00	\$786.00	-	-	-	-	-	-	-	-	-	-	
13-Nov-2002-J 251093XQ8 4/1/15	5.250%	\$334,050.00	SynCorp	\$8,768.81	\$8,768.81	\$8,768.81	\$8,768.81	\$8,768.81	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	-	
13-Nov-2002-K 251093XR6 4/1/16	5.250%	\$392,345.00	SynCorp	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,299.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	-	
13-Nov-2002-L 251093XS4 4/1/17	5.250%	\$412,650.00	SynCorp	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$10,832.06	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	\$11,399.46	-	
13-Nov-2002-M 251093XT2 4/1/18	5.250%	\$434,265.00	SynCorp	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	
13-Nov-2002-N 251093XU9 4/1/19	5.250%	\$457,190.00	SynCorp	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$12,001.24	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	
13-Nov-2002-O 251093XV7 4/1/20	4.500%	\$65,500.00	SynCorp	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$1,473.75	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	
13-Nov-2002-P 251093XW5 4/1/20	5.250%	\$415,925.00	SynCorp	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$10,918.03	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	
13-Nov-2002-Q 251093XX3 4/1/21	5.250%	\$605,660.00	SynCorp	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$13,273.58	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	
13-Nov-2002-R 251093XW1 4/1/22	4.625%	\$65,500.00	SynCorp	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$15,144.69	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	
13-Nov-2002-S 251093XX8 4/1/22	5.250%	\$467,015.00	SynCorp	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$12,259.14	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	
13-Nov-2002-T 251093XZ8 4/1/23	4.225%	\$196,500.00	SynCorp	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$4,544.06	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	
13-Nov-2002-U 251093YB0 4/1/23	5.250%	\$363,525.00	SynCorp	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$9,542.53	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	\$87,758.54	
13-Nov-2004-A(1) 251093YX2 4/1/19	5.250%	\$414,190.00	Ambac	\$15,474.38	\$15,474.38	\$15,474.38	\$15,474.38	\$15,474.38	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	
13-Nov-2004-B 251093YY0 4/1/20	4.250%	\$24,255.00	Ambac	\$514.99	\$514.99	\$514.99	\$514.99	\$514.99	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	\$20,924.79	
13-Nov-2004-C 251093ZA1 4/1/21	5.250%	\$877,135.00	Ambac	\$20,924.79	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00	\$21,615.00
13-Nov-2004-D 251093ZB9 4/1/22	5.250%	\$987,830.00	Ambac	\$22,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54	\$23,830.54
13-Nov-2004-E 251093ZC7 4/1/23	4.500%	\$49,125.00	Ambac	\$1,105.31	\$1,105.31	\$1,105.31	\$1,105.31	\$1,105.31	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	\$23,796.15	
13-Nov-2004-F 251093ZD5 4/1/23	5.250%	\$90,562.00	Ambac	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21	\$2,365.21
13-Nov-2004-G 251093ZE3 4/1/24	4.600%	\$102,835.00	Ambac	\$22,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99
13-Nov-2004-H 251093ZF0 4/1/24	5.250%	\$592,590.00	Ambac	\$33,319.36	\$33,319.36	\$33,319.36	\$33,319.36	\$33,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36	\$133,319.36

Subject to Mandatory Redemption

UTIGO Series STUB Bonds - Debt Service

Subject to Mandatory Redemption

UTGO Series STUB Bonds - Debt Service

Subject to Mandatory Redemption

UTGO Series STUB Bonds - Debt Service

Total Principal & Interest	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	10/1/28	4/1/29	Total Interest	
<b>1315358346610</b>																						
UTG10004-B(1)	25/10/31/28	4/1/15	5.000%	\$1,136,425.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$56,821.25	\$1,193,246.25	\$1,193,246.25		
25/10/31/Q6	4/1/16	5.250%	\$1,192,755.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$125,239.26	\$1,317,994.26	\$1,317,994.26			
25/10/31/R4	4/1/17	4.000%	\$1,395,955.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$54,794.60	\$44,749.60	\$44,749.60			
25/10/31/S2	4/1/17	5.750%	\$1,215,680.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$191,449.60	\$407,149.60	\$407,149.60			
25/10/32/T0	4/1/18	5.250%	\$322,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$55,020.00	\$37,020.00	\$37,020.00			
			<b>\$3,846,815.00</b>															<b>\$420,159.73</b>	<b>\$84,488.97</b>	<b>\$84,488.97</b>		
<b>D110004-B(2)</b>																						
25/10/32/X1	4/1/19	5.240%	\$75,325.00	*	Ambac	-	-	-	-	-	-	-	-	-	-	-	\$9,163.97	\$84,488.97	\$84,488.97			
<b>1315358346610</b>																						
<b>UTG10005-B</b>																						
25/10/31/G53	4/1/15	5.000%	\$299,990.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$14,999.50	\$314,989.50	\$314,989.50			
25/10/31/G61	4/1/16	5.000%	\$315,025.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$31,505.50	\$346,510.50	\$346,510.50			
25/10/31/G79	4/1/17	4.300%	\$330,120.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$42,585.48	\$372,705.48	\$372,705.48			
25/10/31/G87	4/1/18	5.000%	\$345,185.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$69,037.00	\$44,222.00	\$44,222.00			
25/10/31/G95	4/1/19	5.000%	\$362,215.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$90,553.75	\$45,768.75	\$45,768.75			
25/10/31/H29	4/1/20	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$196,500.00	\$884,250.00	\$884,250.00			
25/10/31/I37	4/1/21	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$229,250.00	\$262,000.00	\$262,000.00			
25/10/31/H45	4/1/22	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$294,750.00	\$94,750.00	\$94,750.00			
25/10/31/H52	4/1/23	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$327,500.00	\$82,500.00	\$82,500.00			
25/10/31/H60	4/1/24	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$360,250.00	\$101,250.00	\$101,250.00			
25/10/31/H78	4/1/25	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$377,925.00	\$119,049.53	\$119,049.53			
			<b>\$5,582,565.00</b>														<b>\$371,878.54</b>	<b>\$2,405,653.54</b>	<b>\$2,405,653.54</b>			
<b>UTG10005-C</b>																						
25/10/31/912	4/1/15	5.000%	\$301,955.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$15,097.75	\$317,052.75	\$317,052.75			
4/1/16	5.000%	\$317,675.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$31,767.50	\$439,442.50	\$439,442.50				
25/10/31/K33	4/1/17	4.300%	\$333,395.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$343,007.56	\$343,007.56	\$343,007.56			
25/10/31/K41	4/1/18	5.000%	\$344,530.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$68,906.00	\$43,436.00	\$43,436.00			
25/10/31/K58	4/1/19	5.250%	\$358,285.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$94,049.81	\$452,334.81	\$452,334.81			
25/10/31/K66	4/1/20	5.250%	\$377,925.00	Assured	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$2,033,775.00	\$377,925.00	\$119,049.53	\$119,049.53		
			<b>\$5,582,565.00</b>														<b>\$371,878.54</b>	<b>\$2,405,653.54</b>	<b>\$2,405,653.54</b>			
<b>UTG10008-A</b>																						
25/10/31/M56	4/1/15	5.000%	\$376,625.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$18,831.25	\$305,456.25	\$305,456.25			
25/10/31/M64	4/1/16	5.000%	\$394,965.00	Assured	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00	\$39,496.50	\$34,461.50	\$34,461.50			
25/10/31/M72	4/1/17	4.300%	\$415,270.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$62,290.50	\$47,560.50	\$47,560.50			
25/10/31/M80	4/1/18	4.000%	\$435,575.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$69,692.00	\$50,267.00	\$50,267.00			
25/10/31/M98	4/1/19	5.000%	\$453,260.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$113,315.00	\$56,575.00	\$56,575.00			
25/10/31/N22	4/1/20	5.000%	\$475,530.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$142,659.00	\$61,189.00	\$61,189.00			
25/10/31/N30	4/1/21	5.000%	\$499,765.00	Assured	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$74,682.75	\$17,917.75	\$17,917.75			
25/10/31/N48	4/1/22	5.000%	\$524,655.00	Assured	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$50,254.88	\$34,305.63	\$34,305.63			
25/10/31/N55	4/1/24	5.000%	\$511,292.00	Assured	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$17,570.38	\$17,570.38	\$17,570.38		
25/10/31/N63	4/1/28	5.000%	\$52,611,380.00	Assured	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$106,781.38	\$3,343,349.20	\$10,334,197.00	\$10,334,197.00	
<b>UTG10008-B(1)</b>																						
25/10/31/P61	4/1/16	5.000%	\$450,040.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$45,046.00	\$45,046.00	\$45,046.00			
25/10/31/P79	4/1/17	5.000%	\$468,980.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$70,347.00	\$39,298.00	\$39,298.00			
25/10/31/P87	4/1/18	5.000%	\$486,900.00	Assured	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00	\$2,460,180.00
			<b>\$4,343,349.20</b>														<b>\$1,192,797.36</b>	<b>\$17,570.38</b>	<b>\$17,570.38</b>			

SOCIETY FOR MATHAGRAMM

# UTIGO Series STUUB Bonds - Debt Service

Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)

CUSIP 251093ZX1		Issuance: 2004-B(2)							Issuance: 2008-A						
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest		
10/1/14	Ambac	6/30/15	\$20,305.00	\$75,325.00	5.240%	\$1,973.52	10/1/14	Assured	6/30/15	\$2,617,380.00	5.000%	\$65,34.50			
4/1/15	Ambac	6/30/15		\$55,020.00	5.240%	\$1,973.52	4/1/15	Assured	6/30/15	\$2,617,380.00	5.000%	\$65,34.50			
10/1/15	Ambac	6/30/16		\$55,020.00	5.240%	\$1,441.52	10/1/15	Assured	6/30/16	\$2,617,380.00	5.000%	\$65,34.50			
4/1/16	Ambac	6/30/16	\$21,615.00	\$33,405.00	5.240%	\$1,441.52	4/1/16	Assured	6/30/16	\$2,617,380.00	5.000%	\$65,34.50			
10/1/16	Ambac	6/30/17		\$33,405.00	5.240%	\$675.21	10/1/16	Assured	6/30/17	\$2,617,380.00	5.000%	\$65,34.50			
4/1/17	Ambac	6/30/17	\$22,270.00	\$11,135.00	5.240%	\$875.21	4/1/17	Assured	6/30/17	\$2,617,380.00	5.000%	\$65,34.50			
10/1/17	Ambac	6/30/18		\$11,135.00	5.240%	\$291.74	10/1/17	Assured	6/30/18	\$2,617,380.00	5.000%	\$65,34.50			
4/1/18	Ambac	6/30/18	\$11,135.00		5.240%	\$291.74	4/1/18	Assured	6/30/18	\$2,617,380.00	5.000%	\$65,34.50			
	Total		\$75,325.00			\$9,163.97		Assured	6/30/19	\$2,617,380.00	5.000%	\$65,34.50			
Issuance: 2008-A															
CUSIP 251093XN5		Issuance: 2008-A							Issuance: 2008-A						
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest		
10/1/14	Assured	6/30/15		\$1,129,220.00	5.000%	\$28,230.50	10/1/2023	Assured	6/30/21	\$2,617,380.00	5.000%	\$65,34.50			
4/1/15	Assured	6/30/15		\$1,129,220.00	5.000%	\$28,230.50	10/1/2023	Assured	6/30/21	\$2,617,380.00	5.000%	\$65,34.50			
10/1/15	Assured	6/30/16		\$1,129,220.00	5.000%	\$28,230.50	4/1/2024	Assured	6/30/22	\$2,617,380.00	5.000%	\$65,34.50			
4/1/16	Assured	6/30/16		\$1,129,220.00	5.000%	\$28,230.50	10/1/2024	Assured	6/30/22	\$2,617,380.00	5.000%	\$65,34.50			
10/1/16	Assured	6/30/17		\$1,129,220.00	5.000%	\$28,230.50	4/1/2025	Assured	6/30/23	\$2,617,380.00	5.000%	\$65,34.50			
4/1/17	Assured	6/30/17		\$1,129,220.00	5.000%	\$28,230.50	10/1/2025	Assured	6/30/23	\$2,617,380.00	5.000%	\$65,34.50			
10/1/17	Assured	6/30/18		\$1,129,220.00	5.000%	\$28,230.50	4/1/2026	Assured	6/30/24	\$2,617,380.00	5.000%	\$65,34.50			
4/1/18	Assured	6/30/18		\$1,129,220.00	5.000%	\$28,230.50	10/1/2026	Assured	6/30/24	\$2,617,380.00	5.000%	\$65,34.50			
10/1/18	Assured	6/30/19		\$1,129,220.00	5.000%	\$28,230.50	4/1/2027	Assured	6/30/25	\$607,165.00	5.000%	\$65,34.50			
4/1/19	Assured	6/30/19		\$1,129,220.00	5.000%	\$28,230.50	10/1/2027	Assured	6/30/25	\$2,010,195.00	5.000%	\$65,34.50			
10/1/19	Assured	6/30/20		\$1,129,220.00	5.000%	\$28,230.50	4/1/2028	Assured	6/30/26	\$637,970.00	5.000%	\$65,34.50			
4/1/20	Assured	6/30/20		\$1,129,220.00	5.000%	\$28,230.50	10/1/2028	Assured	6/30/26	\$1,372,225.00	5.000%	\$65,34.50			
10/1/20	Assured	6/30/21		\$1,129,220.00	5.000%	\$28,230.50	4/1/2027	Assured	6/30/27	\$669,410.00	5.000%	\$65,34.50			
4/1/21	Assured	6/30/21		\$1,129,220.00	5.000%	\$28,230.50	10/1/2027	Assured	6/30/28	\$702,815.00	5.000%	\$65,34.50			
10/1/21	Assured	6/30/22		\$1,129,220.00	5.000%	\$28,230.50	4/1/2028	Assured	6/30/28	\$702,815.00	5.000%	\$65,34.50			
4/1/22	Assured	6/30/22		\$1,129,220.00	5.000%	\$28,230.50		Total		\$1,643,820.75					
10/1/22	Assured	6/30/23		\$1,129,220.00	5.000%	\$28,230.50									
4/1/23	Assured	6/30/23		\$550,855.00	5.000%	\$578,365.00									
10/1/23	Assured	6/30/24		\$578,365.00	5.000%	\$578,365.00									
4/1/24	Assured	6/30/24													
10/1/24	Assured	6/30/25													
	Total			\$1,129,220.00											

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## **EXHIBIT D**

### **FORM OF CONTINUING DISCLOSURE UNDERTAKING**

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Detroit, County of Wayne, State of Michigan (the "City") in connection with bonds issued by the City, purchased or to be purchased with funds from the Michigan Finance Authority Local Government Loan Program Revenue Bonds, Series [2014], of the Type designated City of Detroit Unlimited Tax General Obligation Local Project Bonds (the "Local Project Municipal Obligations") by the Michigan Finance Authority (the "MFA"). The City covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

- (a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the City prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the MFA and the registered owner of any MFA Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any MFA Bond (including any person holding an MFA Bond through a nominee, depository or other intermediary), or (b) is treated as the owner of any MFA Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System or such other system, Internet Web Site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MFA Bond" means any bond issued by the MFA which is secured in whole or in part by payments to be received on the Local Project Municipal Obligations.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

"SEC" means the United States Securities and Exchange Commission.

- (b) *Continuing Disclosure.* The City hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA no later than 270 days after the end of its fiscal year the following annual financial information and operating data, commencing with the fiscal year ended June 30, 20\_\_ in an electronic format as prescribed by the MSRB, the Audited Financial Statements and updates of certain financial and operating data of the City appearing under the headings and tables in the Official Statement of

the MFA dated \_\_\_\_\_, 2014 relating to the MFA Bonds as follows: [Tables 1 through 32, inclusive, and 42 in Appendix II to the Official Statement (“Annual Financial Information”).]

If the fiscal year of the City is changed, the City shall send notice of such change to the MSRB through EMMA prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

In the event that the Audited Financial Statements are not available by the date specified above, they will be provided when available and Unaudited Financial Statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the City by specific reference to documents available to the public through EMMA or filed with the SEC.

(c) *Notice of Failure to Disclose.* The City agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the City to provide the annual financial information with respect to the City described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The City agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Local Project Municipal Obligations:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Local Project Municipal Obligations, or other material events affecting the tax status of the Local Project Municipal Obligations;
- (7) modifications to rights of Bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Local Project Municipal Obligations, if material;
- (11) rating changes;

- (12) bankruptcy, insolvency, receivership or similar event of the City, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(e) *Materiality Determined Under Federal Securities Laws.* The City agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Termination of Reporting Obligation.* The City reserves the right to terminate their obligation to provide annual financial information and notices of material events, as set forth above, if and when the City is no longer an “obligated person” with respect to the MFA Bonds within the meaning of the Rule, including upon legal defeasance of all MFA Bonds.

(g) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(h) *Benefit of Bondholders.* The City agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the City’s obligations hereunder and any failure by the City to comply with the provisions of this undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the City, provided that the City agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a)

the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the MFA Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the City (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the City in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

(j) *Municipal Advisory Council of the State of Michigan.* The City shall also file by electronic or other means any information or notice required to be filed with the MSRB through EMMA pursuant to this Undertaking in a timely manner with the Municipal Advisory Council of the State of Michigan.

CITY OF DETROIT  
County of Wayne  
State of Michigan

By \_\_\_\_\_  
Its: Finance Director

Dated: \_\_\_\_\_, 2014

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7/23/14 7:57 AM

**Exhibit C**

**ANNUAL CERTIFICATION OF IMPOSITION OF DEBT MILLAGE LEVY**

Exhibit C  
ANNUAL CERTIFICATION OF IMPOSITION OF DEBT MILLAGE LEVY

## Millage Calculation

	<b>Numerator</b>
Fiscal Year 2015 Interest	\$ 24,753,181
Fiscal Year 2015 Principal	\$ 37,795,000
Projected Bond Sales - Current Year (Interest)	\$ -
Projected Bond Sales - Current Year (Principal)	\$ -
Projected Bond Sales - Next Year (Interest)	\$ -
Projected Bond Sales - Next Year (Principal)	\$ -
<b>Fiscal Year 2015 Debt Service</b>	<b>\$ 62,548,181</b>
Prior Year 2010E BAB Federal Tax Rebates	\$ 3,351,142
Prior Year Real Property Tax Overcollection / (Undercollection)	\$ -
Prior Year Personal Property Tax Overcollection / (Undercollection)	\$ -
Earnings in Escrow Account	\$ -
Change in Escrow Account Funding Balance	\$ -
<b>Total Adjustments</b>	<b>\$ 3,351,142</b>
<b>Tax Levy Requirement</b>	<b>\$ 59,197,039</b>

	<b>Denominator</b>
<b>Total Net Tax Base</b>	<b>\$ 6,025,940,795</b>

	<b>Millage</b>
<b>Tax Rate</b>	<b>0.0098237</b>
<b>Tax Rate (per \$1000 valuation)</b>	<b>9.8237</b>

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Chief Financial Officer  
City of Detroit

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Date

**Exhibit D**

**FORM OF SETTLEMENT ESCROW AGREEMENT**

D-1

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## SETTLEMENT ESCROW AGREEMENT

THIS SETTLEMENT ESCROW AGREEMENT (the "Agreement" or "Settlement Escrow Agreement"), is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014, made by and among the City of Detroit, County of Wayne, State of Michigan (the "City"), Ambac Assurance Corporation ("Ambac"), Assured Guaranty Municipal Corp. and Assured Guaranty Corp. (together, "Assured"), and National Public Finance Guarantee Corporation ("NPFG"), and U. S. Bank National Association, Detroit, Michigan (in such capacity, the "Settlement Escrow Trustee"). In this Agreement, each of the City, Ambac, Assured, NPFG and the Settlement Escrow Trustee is referred to individually as a "Party"; Ambac, Assured, and NPFG (including their successors and assigns) are referred to collectively as the "Bond Insurers"; and the City, the Settlement Escrow Trustee and the Bond Insurers are referred to collectively as the "Parties".

Capitalized terms not otherwise defined herein shall have the meaning set forth in the UTGO Settlement Agreement (defined herein).

### W I T N E S S E T H:

WHEREAS, the City and the Bond Insurers have heretofore entered into a Settlement Agreement, dated XX (the "UTGO Settlement Agreement") to consensually resolve their dispute under or in respect of the Prior UTGO Bonds, the Assured/NPFG Action, the AMBAC Action as it relates to the Prior UTGO Bonds, and the UTGO Claims, all arising out of a petition for relief filed by the City pursuant to Chapter 9 of title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Michigan;

WHEREAS, if the Effective Date of the Plan does not occur on or prior to September 30, 2014, for any reason other than proximately by reason of the actions or positions taken by any of the Bond Insurers, or their failure to support the Plan as described in Section 3.1 of the UTGO Settlement Agreement, solely in their capacity as the insurers of the Prior UTGO Bonds and not in any other capacity (including, for the avoidance of doubt in their capacity as insurers of any other obligations of the City), the City will be obligated to pay into an escrow to be established with the Settlement Escrow Trustee under this Agreement the October 2014 scheduled interest debt service payment that would otherwise be made on the Restructured UTGO Bonds as if the transaction contemplated by the UTGO Settlement Agreement (other than the MFA Bond issuance) had closed (the "Pro Forma Restructured UTGO Bonds"), and any pro rata payments of principal and interest due thereafter, as further described in Section 2.8 of the UTGO Settlement Agreement and herein;

WHEREAS, the City has executed the Debt Millage Escrow Agreement pursuant to which the City will be required, as of the Effective Date, to segregate and deposit the UTGO Tax Levy with the Debt Millage Escrow Trustee;

NOW, THEREFORE, in consideration of the mutual undertakings, provisions and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to provide for the payment of the Pro Forma Restructured UTGO Bonds should the Effective Date

not occur on or prior to September 30, 2014, and to secure the performance and observance of the conditions and covenants herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged, the City covenants and agrees with the Settlement Escrow Trustee and the Bond Insurers as follows:

## **ARTICLE I.** **ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 101 Establishment of Settlement Escrow Fund. There is hereby created and established with the Settlement Escrow Trustee, pursuant to Order No. \_\_\_\_ and this Agreement, a single and common trust fund designated the "Settlement Escrow Fund" (the "Settlement Escrow Fund").

### Section 102 Deposits to the Settlement Escrow Fund.

(a) If the Effective Date of the Plan does not occur on or prior to September 30, 2014 for any reason other than proximately by reason of the actions or positions taken by any of the Bond Insurers, or their failure to support the Plan as described in Section 3.1 of the UTGO Settlement Agreement, solely in their capacity as the insurers of the Prior UTGO Bonds and not in any other capacity (including, for the avoidance of doubt in their capacity as insurers of any other obligations of the City), the City shall pay the Settlement Escrow Trustee, from Debt Millage Revenues, for deposit into the Settlement Escrow Fund the October 2014 scheduled interest debt service payment with respect to the Pro Forma Restructured UTGO Bonds, as shown on Exhibit A, and any pro rata payments of principal and interest due thereafter, as shown on Exhibit A, as if the transaction contemplated by the UTGO Settlement Agreement (other than the MFA Bond issuance) had closed. Any such monies in the Settlement Escrow Fund which would have been payable on October 1, 2014 shall be released to the Bond Insurers on the Effective Date of the Plan. Any other monies then on deposit in the Settlement Escrow Fund shall be transferred on the Effective Date to the Debt Millage Escrow Trustee for deposit in the 2014 UTGO Municipal Obligation Subaccount in the 2014 UTGO Bonds Account established pursuant to the Debt Millage Escrow Agreement.

(b) If the Plan is not effective by March 31, 2015, and the Bankruptcy Court has issued an Approval Order (that is not stayed pending appeal) approving the settlement embodied in the UTGO Settlement Agreement, the monies in the Settlement Escrow Fund will be released and paid to the Bond Insurers in the amounts shown in Exhibit A for each prior interest payment date and the City shall make, or shall cause the Debt Millage Escrow Trustee to make, all subsequent debt service payments on each interest date payment (as shown on Exhibit A) directly to the paying agent for the Prior UTGO Bonds. If an Approval Order is entered but is subject to a stay pending appeal, the City shall continue to pay into the Settlement Escrow Fund the scheduled debt service on the Pro Forma Restructured UTGO Bonds as shown on Exhibit A for so long as such stay remains in effect, and, as soon as such order is no longer subject to stay, shall thereafter apply all monies in the Settlement Escrow Fund first, to immediately reimburse the Bond Insurers for payments of principal and interest made on and after October 1, 2014 with respect to the Prior UTGO Bonds, and thereafter to make payments directly to the Paying Agent for the UTGO Bonds.

(c) Notwithstanding the foregoing, if any Bond Insurer shall have defaulted in its obligation to make payments under its respective Bond Insurance Policy or Policies, any payment required to be made to such Bond Insurer shall be made to the holders of the Prior UTGOs at the direction of the City but only to the extent of any uncured failure or shortfall in the Bond Insurer's payment.

**Section 103 Partial Payments; Accounting.**

(a) If on any interest payment date amounts held in the Settlement Escrow Fund are less than the amounts due with respect to all Pro Forma Restructured UTGO Bonds (as shown on Exhibit A), such payments shall distributed pro rata based upon the aggregate amount payable to each Bond Insurer. If the City fails to deposit into the Settlement Escrow Fund, or to otherwise pay to the Bond Insurers or holders of the Prior UTGO the amounts required by this Agreement, any deficiencies shall be paid into the Settlement Escrow Fund from the first available amounts of the Aggregate UTGO Tax Levy as provided for in Section 2.4(b)(i) of the UTGO Settlement Agreement, and shall be distributed to, or at the direction of the Bond Insurers, pro rata, as soon as practicable (subject to Section 102(b)) hereof.

(b) The Settlement Escrow Trustee shall keep and maintain a record showing each deposit into the Settlement Escrow Fund, and all transfers of funds made therefrom, which shall be provided to any Bond Insurer upon request.

(c) Any payment to a Bond Insurer shall be paid by wire transfer in immediately available funds into the accounts as shown in Section 501.

**ARTICLE II.**  
**INVESTMENT OF FUNDS**

Section 201 Permitted Investments. All money held by the Settlement Escrow Fund, without the need for further direction by the City, shall be invested by the Settlement Escrow Trustee in accordance with written instructions from the City in mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 USC 80a-1 to 80a-3 and 80a-4 to 80a-64, that are at the time of purchase within the highest classification established by not less than two standard rating services and so long as the portfolio of such mutual funds is limited to bonds, and other obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by the full faith and credit of the United States. All investments shall mature or be redeemable at the option of the holder no later than the next interest payment date on the Pro Forma Restructured UTGO Bonds. In the absence of any written direction delivered to the Settlement Escrow Trustee by the City, the Settlement Escrow Trustee shall hold funds uninvested. The Settlement Escrow Trustee shall be entitled to rely on any written direction from the City as to the suitability and legality of the directed investment.

**ARTICLE III.**  
**THE SETTLEMENT ESCROW TRUSTEE**

Section 301 Powers and Duties of Settlement Escrow Trustee. (a) The Settlement Escrow Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall be entitled to act upon the opinion or advice of its counsel concerning all matters hereof, and may in all cases be reimbursed hereunder for reasonable compensation paid to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Settlement Escrow Trustee may act upon an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion of counsel.

(b) The Settlement Escrow Trustee shall not be responsible for any recital herein, or for the validity of the execution by the City of this Settlement Escrow Agreement, or of any supplements thereto or instruments of further assurance, or for the validity or sufficiency of, or filing of documents related to the security for the Prior UTGO Bonds intended to be secured hereby.

(c) The Settlement Escrow Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Settlement Escrow Agreement.

(d) The Settlement Escrow Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Settlement Escrow Trustee shall be entitled to rely upon a certificate believed in good faith to be genuine and correct, signed on behalf of the City or a Bond Insurer by an authorized officer of the City or Bond Insurer, as the case may be, as sufficient evidence of the facts therein contained. The Settlement Escrow Trustee may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Settlement Escrow Trustee to do things enumerated in this Settlement Escrow Agreement, as amended, shall not be construed as a duty, and the Settlement Escrow Trustee shall not be answerable for other than its gross negligence or willful misconduct. The immunities and exceptions from liability of the Settlement Escrow Trustee shall extend to its officers, directors, employees and agents.

(g) The Settlement Escrow Trustee shall not be required to give any note or surety in respect to the execution of its rights and obligations hereunder.

(h) All moneys received by the Settlement Escrow Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purpose for which they

were received, but need not be segregated from other funds except to the extent required by this Settlement Escrow Agreement, as amended, or by law. The Settlement Escrow Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(i) The Settlement Escrow Trustee shall not be under any obligation to initiate any suit or to take any remedial proceeding under this Settlement Escrow Agreement or to take any steps in the execution of the trusts created by this Settlement Escrow Agreement or in the enforcement of any rights and powers under this Settlement Escrow Agreement until it has been indemnified to its satisfaction against any and all fees, costs and expenses and other reasonable disbursements and against all liability.

(j) The Settlement Escrow Trustee shall have no responsibility or liability with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Prior UTGO Bonds, except for liability for its own gross negligence or willful misconduct.

(k) The Settlement Escrow Trustee may become the holder of any of the Prior UTGO Bonds with the same rights it would have if it were not Settlement Escrow Trustee, and, to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of holders, whether or not such committee shall represent the holders of a majority in principal amount of any of the Prior UTGO Bonds of such series then outstanding.

(l) The Settlement Escrow Trustee shall not be liable for any error of judgment made in good faith by any of its officers, employees, agents or representatives, unless it shall be proved that the Settlement Escrow Trustee was negligent in ascertaining the pertinent facts.

(m) The Settlement Escrow Trustee has no obligation or liability to the holders for the payment of interest on, principal of or redemption premium, if any, with respect to the Prior UTGO Bonds from its own funds; but rather the Settlement Escrow Trustee's obligations shall be limited to the performance of its duties hereunder.

(n) Whether or not therein expressly so provided, every provision of this Agreement or related documents, relating to the conduct or affecting the liability of or affording protection to the Settlement Escrow Trustee shall be subject to the provisions of this Article.

Section 302 Fees and Expenses of Settlement Escrow Trustee. (a) The Settlement Escrow Trustee shall be entitled to reasonable and customary fees for services rendered under this Agreement, as amended, and shall be reimbursed for all expenses reasonably incurred in connection with such services. Such fees and expenses shall be payable by the City and shall be determined in accordance with the Fee Schedule attached as Exhibit E of this Agreement or as otherwise may be agreed to by the City and the Settlement Escrow Trustee. The Settlement Escrow Trustee shall not have a lien for the payment of its fees and expenses upon any of the money deposited with it in accordance with this Agreement.

(b) The City shall be liable for all fees, expenses, charges, losses, costs, liabilities and damages (including reasonable attorneys' or other professional fees) incurred by the Settlement